

MORRISON MAHONEY LLP

COUNSELLORS AT LAW

120 BROADWAY, SUITE 1010
NEW YORK, NY 10271
212-825-1212

James A. McKenney
Phone: 646-870-1742
Fax: 646-233-1916
jmckenney@morrisonmahoney.com

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July 11, 2017

VIA ELECTRONIC FILING

Honorable Margo K. Brodie
United States District Court Judge
United States District Court, E.D.N.Y.
225 Cadman Plaza East
Brooklyn, New York 11201

**Re: Liberty Mutual Fire Ins. Co., et al. v. Elite Medical Supply of New York, LLC,
Docket No.: 1:16-cv-01766 (MKB)(CLP)**

Dear Judge Brodie:

We represent Plaintiffs in the above-referenced matter, and jointly with counsel for Elite Medical Supply of New York, LLC, are pleased to inform the Court that the parties have reached a final settlement agreement. Enclosed for the Court's review and signature is a stipulation of voluntary dismissal.

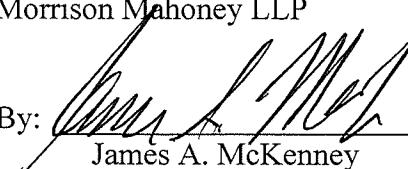
We thank you for your consideration in this regard.

Very truly yours,

Morrison Mahoney LLP

By:

James A. McKenney


JM

Encl.

JM/jac

Exhibit “2”

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

| | | | |
|---|--------------------|----------|----------------------------|
| LIBERTY MUTUAL FIRE INSURANCE COMPANY, AND LM GENERAL INSURANCE COMPANY, | Plaintiffs, | X |) |
| | |) |) |
| | |) | CIVIL ACTION NO: |
| | |) | 1:16-cv-01766 (MKB) |
| | |) | (CLP) |
| -against- | |) |) |
| | |) |) |
| ELITE MEDICAL SUPPLY OF NEW YORK, LLC, | |) |) |
| | Defendant. | X |) |

**STIPULATION OF
VOLUNTARY DISMISSAL**

IT IS HEREBY STIPULATED AND AGREED TO by and between the undersigned counsel for Plaintiffs, Liberty Mutual Fire Insurance Company and LM General Insurance Company (collectively, “Plaintiffs”), and Defendant Elite Medical Supply of New York, LLC (“Defendant”), as follows:

Plaintiffs’ claims in this action asserted against the Defendant are dismissed, with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1).

Plaintiff and Defendant shall pay their own costs and attorneys’ fees.

Dated: July 5, 2017

MORRISON MAHONEY LLP

By: /s/ James A. McKenney
Robert A. Stern (RS-1282)
Daniel S. Marvin (DM-7106)
James A. McKenney (JM-6164)
120 Broadway, Suite 1010
New York, New York 10271
Tel: (212) 825-1212

Attorneys for Plaintiffs

NIXON PEABODY LLP

By: Sheldon K. Smith
Sheldon K. Smith (SS-6038)
Nixon Peabody LLP
Key Towers at Fountain Plaza
40 Fountain Plaza, Suite 500
Buffalo, New York 14202-2224
Tel: (716) 853-8116
sksmith@nixonpeabody.com

Attorneys for Defendant

SO ORDERED

Dated: Brooklyn, New York

_____, 2017

HON. MARGO K. BRODIE
United States District Judge